

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

BULLSEYE TELECOM, INC.,

Plaintiff,

Case No. 18-10195

v.

HONORABLE VICTORIA A. ROBERTS

BROADSOFT, INC.,

Defendant.

ORDER REGARDING BROADSOFT, INC'S MOTION TO DISMISS (Doc. # 8)

BullsEye Telecom, Inc. ("BullsEye") brings claims against BroadSoft, Inc. ("BroadSoft"). BullsEye alleges three counts: 1) breach of contract; 2) tortious interference with contractual relations; and 3) tortious interference with business relations.

BroadSoft filed a Motion to Dismiss (Doc. # 8), arguing that the licensing agreement between BullsEye and BroadSoft does not prohibit solicitation of BullsEye's customers, which BroadSoft says is the basis of BullsEye's breach of contract claim. BroadSoft also argues that BullsEye failed to plead facts that show it had a contractual or business relationship with Tractor Supply Company, one of BullsEye's customers that it alleges BroadSoft improperly solicited business from.

The Court reviewed the motion. Without expressing any view as to its merits, the Court affords BullsEye an opportunity to cure the purported pleading defects. The Court grants BullsEye leave to file an amended complaint, in accordance with Fed. R. Civ. P. 15(a)(1)(B).

An amended complaint must plead specific factual allegations that, if true, would “plausibly give rise to an entitlement to relief.” *Ashcroft v. Iqbal*, 556 U.S. 662, 680 (2009). If BullsEye timely files an amended complaint, the Court will deny without prejudice the motion to dismiss as moot. If BullsEye does not timely file an amended complaint, BullsEye must file a response to the motion to dismiss, and the Court will decide the motion.

BullsEye must file an amended complaint or a response to the motion by **April 5, 2018**.

IT IS ORDERED.

S/Victoria A. Roberts
Victoria A. Roberts
United States District Judge

Dated: March 14, 2018